

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5191220

The Registrar of Companies for England and Wales hereby certifies that  
**THE DORCHESTER APARTMENTS MANAGEMENT COMPANY LIMITED**  
is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 28th July 2004



\*N051912207\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

PEAPOD SOLUTIONS LTD.

12

Please complete in typescript,  
or in bold black capitals.

CHFP004

Declaration on application for registration

5/9/200.

Company Name in full

THE DORCHESTER APARTMENTS MANAGEMENT  
COMPANY LIMITED

I, ADAM RYAN

of c/o Brabners Chaffe Street, 1 Dale Street, Liverpool, L2 2ET

do solemnly and sincerely declare that I am a <sup>†</sup>[Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

<sup>†</sup> Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at LIVERPOOL

On Day Month Year  
2 7 0 7 2 0 0 4

\* \* Please print name.

before me \* \* PHILIP REES-ROBERTS

Signed

*Philip Rees-Roberts*

Date

27 JULY 2004

<sup>†</sup> ~~As a director or secretary of the company or as a solicitor~~

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

BRABNERS CHAFFE STREET SOLICITORS

1 DALE STREET LIVERPOOL L2 2ET

REF: APR

Tel 0151 600 3000

DX number 14118

DX exchange LIVERPOOL



Form revised June 1998

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh  
Peapod Solutions Ltd.

Please complete in typescript,  
or in bold black capitals.

CHFP004

Notes on completion appear on final page

**First directors and secretary and intended situation of  
registered office****Company Name in full**

THE

DORCHESTER APARTMENTS MANAGEMENT  
COMPANY LIMITED

**Proposed Registered Office**

C/O BRABNERS CHAFFE STREET

(PO Box numbers only, are not acceptable)

1 DALE STREET

Post town

LIVERPOOL

County / Region

MERSEYSIDE

Postcode L2 2ET

If the memorandum is delivered by an  
agent for the subscriber(s) of the  
memorandum mark the box opposite and  
give the agent's name and address.

☒

Agent's Name

BRABNERS CHAFFE STREET SOLICITORS

Address

1 DALE STREET

Post town

LIVERPOOL

County / Region

MERSEYSIDE

Postcode L2 2ET

Number of continuation sheets attached

0

You do not have to give any contact  
information in the box opposite but if  
you do, it will help Companies House  
to contact you if there is a query on the  
form. The contact information that you  
give will be visible to searchers of the

BRABNERS CHAFFE STREET

1 DALE STREET

LIVERPOOL L2 2ET

DX number 14118

DX exchange LIVERPOOL

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**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**

for companies registered in Scotland

DX 235 Edinburgh

Peapod Solutions Ltd.



A13 0744  
COMPANIES HOUSE 28/07/04  
A02 0629  
COMPANIES HOUSE 23/07/04

THE  
**Company Secretary** (see notes 1-5)

Company name

DORCHESTER APARTMENTS MANAGEMENT

NAME

\*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

ASHLEY DAVID

Surname

MOORE

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under the provisions of section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

5 RANDAL PARK

Post town

PORT RUSH

County / Region

COUNTY ANTRIM

Postcode

BT56 8JJ

Country

NORTHERN IRELAND

I consent to act as secretary of the company named on page 1

Consent signature

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

\*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

ASHLEY DAVID

Surname

MOORE

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under the provisions of section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

5 RANDAL PARK

Post town

PORT RUSH

County / Region

COUNTY ANTRIM

Postcode

BT56 8JJ

Country

NORTHERN IRELAND

Day Month Year

Date of birth

2 8 1 0 1 9 6 1

Nationality

BRITISH

Business occupation

PROPERTY DEVELOPER

Other directorships

SEE ATTACHED SCHEDULE

I consent to act as director of the company named on page 1

Consent signature

Date

**Directors** (continued) (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

JAMES FREDERICK

Surname

CLARKE

Previous forename(s)

Previous surname(s)

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under the provisions of section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address †

THE COACH HOUSE

9 BACK SANDON STREET

Post town

LIVERPOOL

County / Region

MERSEYSIDE

Postcode

L8 7GA

Country

ENGLAND

Day Month Year

Date of birth

1 8 0 7 1 9 7 4

Nationality

BRITISH

Business occupation

SOLICITOR

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature

Date

20 July 2004

This section must be signed by

*Either*

an agent on behalf of all subscribers

Signed

Bradley Clarke Street

Date

22 July 2004

Or the subscribers

Signed

Date

*(i.e. those who signed as members on the memorandum of association).*

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was**:

- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

**Schedule of Directorships for Ashley David Moore**

Moore of Coleraine Limited

The White House Port Rush Limited

West Bay Capital Limited

Ulster Stores Limited

Adela Properties Limited

Sylvan Investments Limited

**July 2004.**

INC 823-1102  
28 JUL 2004  
COMPANIES HOUSE  
THE COMPANIES ACT 1985 to 1989

DAY  
£80  
3  
23 JUL 2004  
INCORPORATION

69524

161471/80

PRIVATE COMPANY LIMITED BY SHARE

MEMORANDUM OF ASSOCIATION

OF

THE DORCHESTER APARTMENTS MANAGEMENT COMPANY LIMITED



1. The name of the company is **THE DORCHESTER APARTMENTS MANAGEMENT COMPANY LIMITED.**
2. The registered office of the company will be situated in England or Wales.
3. The objects for which the company is established are:
  - 3.1. to manage, maintain and administer certain leasehold land and buildings known as The Dorchester Apartments, Craigydun Parade, Llandudno, Conwy LL30 1BN as registered with H M Land Registry under Title Numbers WA422564 and WA710821 ('the Property') and to layout, provide for and maintain in good order the Property and to provide such renewals and additions as may from time to time become necessary to maintain and improve the Property;
  - 3.2. to acquire and deal with and take options over any property real or personal including the Property any rights or privileges of any kind over or in respect of any property and to improve develop sell lease accept surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the company;



- 3.3. to collect all rents charges and other income and to pay any rates taxes charges duties levies assessments or other outgoings charged assessed or imposed on or in respect of the Property or any part of the Property;
- 3.4. to provide services of every description in relation to the Property and to maintain repair renew redecorate repaint clean construct alter and add to the Property and to arrange for the supply to the Property of services and amenities and the maintenance of the same and the cultivation maintenance landscaping and planting of any land gardens and grounds comprised in the Property and to enter into contracts with builders tenants contractors and others and to employ appropriate staff and managing or other agents;
- 3.5. to insure the Property or any other property of the company or in which it has an interest against damage or destruction and such other risks as may be considered necessary appropriate or desirable and to insure the company against public liability and any other risks that it may consider prudent or desirable to insure against;
- 3.6. to establish and maintain capital reserves management funds and any form of sinking fund in order to pay or contribute towards all fees costs and other expenses incurred in the implementation of the company's objects and to require the members of the company to contribute towards such reserves or funds at such times in such amounts and in such manner as the company may think fit and to invest and deal in and with such money not immediately required in such manner as may from time to time be determined;
- 3.7. to carry on any other trade or business that can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the company;
- 3.8. to improve manage construct repair develop exchange let on lease or otherwise mortgage charge sell dispose of turn to account grant licences options rights and privileges in respect of or otherwise deal with all or any part of the Property and rights of the company;
- 3.9. to invest and deal with the moneys of the company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;

- 3.10. to lend and advance money or give credit on any terms and with or without security to any person firm or company to enter into guarantees contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person firm or company;
- 3.11. to borrow and raise money in any manner and to secure the repayment of any money borrowed raised or owing by mortgage charge standard security lien or other security upon the whole or any part of the company's property or assets (whether present or future) charge standard security lien or security to secure and guarantee the performance by the company of any obligation or liability it may undertake or that may become binding on it;
- 3.12. to draw make accept endorse discount negotiate execute and issue cheques, bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments;
- 3.13. to enter into any arrangements with any government or authority (supreme, principal, local or otherwise) which may seem conducive to the attainment of the company's objects or any of them and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions that the company may think desirable and to carry out exercise and comply with any such charters, decrees, rights, privileges and concessions;
- 3.14. to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company, or to contract with any person firm or company to pay the same and to pay commission to brokers and others for underwriting placing selling or guaranteeing the subscription of any shares or other securities of the company;
- 3.15. to distribute among the members of the company in kind any property of the company of whatever nature;
- 3.16. to do all such other things as may be deemed incidental or conducive to the attainment of the company's objects or any of them.

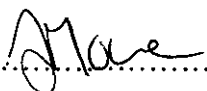
4. The liability of the members is limited.

5. The share capital of the company is £29 divided into 29 shares of £1 each of such classes and with such rights as are defined by the articles of association attached.
6. The rights for the time being attached to the said classes of shares respectively may be modified or dealt with in the manner mentioned in clause 4 of the accompanying articles of association but not otherwise and that clause shall be deemed to be incorporated in this memorandum and have effect accordingly.
7. Except upon the winding up or dissolution of the company the income and property of the company shall be applied solely towards the promotion of the objects of the company as set forth in this memorandum of association and no portion shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to the members of the company provided that nothing in this clause shall prevent the payment in good faith of reasonable and proper remuneration to an officer or servant of the company nor prevent the payment of interest at a rate not exceeding a reasonable market rate on money lent or reasonable and proper rent for premises demised or let by any member to the company.

We, the subscribers to this memorandum of association wish to be formed into a company pursuant to this memorandum and we agree to take the number of shares shown opposite our names.

Name and Address of Subscriber  
Number of shares taken by subscriber

West Bay Capital Limited  
9 -11 Church Street  
Coleraine  
Northern Ireland  
BT52 1AN

Signed :  .....

**Ashley David Moore** For and on Behalf of West Bay Capital Limited

(ONE)

Dated this 19 day of July 2004

Witness to the above signature

Name : SHEILA VALLEY

Address : 28 Shellbridge Park  
Coleraine

Signature : 

Total shares taken

(ONE)

**THE COMPANIES ACT 1985 to 1989**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**THE DORCHESTER APARTMENTS MANAGEMENT COMPANY LIMITED**

**("the Company")**

**1. Preliminary**

In these articles:

- 1.1. 'Table A' means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Table A to F)(Amendment) Regulations 1985
- 1.2. 'the Property' means the certain leasehold land and buildings known as The Dorchester Apartments, Craigydun Parade, Llandudno, Conwy LL30 1BN as registered with H M Land Registry under Title Number WA422564 and WA710821
- 1.3. 'the Developer' means West Bay Capital Limited and their successors in title;
- 1.4. 'Apartment' means a unit of residential accommodation adjacent to and abutting the Property and the expression 'the Apartments' shall have a corresponding meaning;
- 1.5. 'Owner' means in relation to an Apartment:

- 1.5.1. the person or persons or their successors in title who purchased the Apartment from the Developer and are for the time being the legal owner of the Apartment; or
  - 1.5.2. if the Apartment has never been purchased from the Developer the Developer
- and the expression 'Owners' shall have a corresponding meaning;
- 1.6. 'Change in Ownership' means in relation to an Apartment any change in the Owner;
  - 1.7. 'Subscribers' Share' means a share in the company that is for the time being held by either:
    - 1.7.1. a subscriber or
    - 1.7.2. the Developer or a nominee on behalf of a subscriber
- and the expression 'Subscribers' Shares' shall have a corresponding meaning;
- 1.8. 'the Operative Date' means the date upon which the transfers shall have been executed in respect of the freehold title of at least 24 of the 28 Apartments and a transfer of the shares allocated to such Apartments shall have been executed and registered;
  - 1.9. except where the context otherwise requires the masculine includes the feminine and the neuter and the singular includes the plural and vice versa

## **2. Application of Table A**

- 2.1. The regulations contained in Table A shall except as provided in these articles and in so far as not inconsistent with the provisions of these articles apply to the company to the exclusion of all other regulations or articles of association.
- 2.2. References to regulations are to regulations in Table A unless otherwise stated.

## **3. Share capital**

- 3.1. The share capital of the Company is £29 divided into 29 ordinary shares of £1 (one pound) each
- 3.2. The shares shall rank pari passu in all respects.
- 3.3. The rights attached to the shares shall not be modified or dealt with except by a special resolution of the Company in general meeting.

#### **4. Allocation of shares**

- 4.1. The number of shares in the Company to be allotted shall be 1 Ordinary share to each Owner.
- 4.2. All the shares to be allotted as above shall in the first place be allotted in the following manner that it is to say one share to the subscriber (who shall hold this share as nominee for the Developer) and the remainder of the shares to be allotted to each Owner.

#### **5. Rights of shareholders**

- 5.1. All shares in the Company shall confer the right to receive notice of and to attend and address general meetings of the Company;
- 5.2. All Subscribers' Shares shall confer the right to vote at general meetings of the Company;
- 5.3. Save as provided in article 5.7, no share in the company other than a Subscribers' Share shall confer the right to vote at general meetings of the Company;
- 5.4. Where in accordance with the provisions of these articles any share confers voting rights, such share shall confer one vote only;
- 5.5. All shares in the Company shall confer the right to vote on any extraordinary resolution;
- 5.6. All shares in the Company shall confer the right to vote on any resolution at any meeting of the Company concerning, consequent on, or in the course of any winding up or dissolution or concerning the amalgamation or re-construction of the Company.
- 5.7. From and after the Operative Date each share (which expression for the purpose of this paragraph of this article does not include any share that remains a Subscribers' Share) shall confer on the Owner the right to vote at the general meetings of the Company.

#### **6. Transfer of shares**

- 6.1. Subject to article 6.3, all shares that have been allocated to an Apartment shall be transferred and may only be transferred with a Change in Ownership of the said

Apartment and to the person who shall upon such Change in Ownership become the Owner of such Apartment.

- 6.2. The price to be paid upon such transfer of a share or shares shall in default of agreement between transferor and transferee be its or their nominal value.
- 6.3. If there is default in the transfer of a share or shares in accordance with this article the chairman for the time being of the directors or failing him one of the directors duly nominated by resolution of the board for the purpose shall forthwith be deemed to be the duly appointed attorney of the holder of that share or those shares with full power in the holder's name and on his behalf to execute complete and deliver a transfer of that share to the person to whom it should be transferred and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder of that share.
- 6.4. Nothing in this article shall prohibit a transfer of a share by a subscriber or other nominee for the Developer to the Developer or any other nominee for the Developer made at a time when the Developer is still the Owner of the Apartment to which such share has been allocated.

## **7. Restrictions on shareholders**

- 7.1. No share shall be allotted or transferred to or be registered in the name of any person other than a person who is an Owner of an Apartment.
- 7.2. Any person holding a share or shares shall only be entitled to the rights attached to that share or those shares during such time or times as he shall be an Owner of the Apartment in respect of which such share or shares has or have been allocated by the directors.
- 7.3. No person other than the Developer or a nominee for the Developer shall hold at any one time a greater number of shares in the company than the number of shares allocated to the Apartments of which that person shall at such time be an Owner.
- 7.4. Any person holding a share as subscriber or other nominee of the Developer shall for the purposes of this article be treated as if he were an Owner of an Apartment.



## **8. Registration of transfer of shares**

- 8.1. The directors may decline to register the transfer of any share in the Company unless and until there shall have been produced to them such evidence as they may require in order to satisfy them beyond doubt that:
- 8.1.1. the provisions of these articles have been complied with; and
  - 8.1.2. the transferee has consented to act as a director of the Company and has complied with all of the requirements of the Companies Acts in relation to the appointment of a director.

## **9. Directors & Company Secretary**

- 9.1. Unless otherwise determined by ordinary resolution there shall be not less than one and not more than thirty directors of the Company.
- 9.2. Regulations 64 and 73–80 inclusive of Table A shall not apply.
- 9.3. Until the Operative Date the following provisions shall govern the appointment term and conditions of office retirement and removal from office of directors and the Company Secretary:
- 9.3.1. Ashley David Moore and James Clarke (or such other person the Developer may nominate) will be the first directors of the Company.
  - 9.3.2. On the allotment or transfer of a share to an Owner such Owner shall be appointed as a director of the Company.
  - 9.3.3. Ashley David Moore (or such other person the Developer may nominate) will act as the Company Secretary of the Company.
- 9.4. As from the Operative Date the following provisions shall govern the appointment term and conditions of office retirement and removal from office of each director and the Company Secretary:
- 9.4.1. Ashley David Moore and James Clarke (or such other person the nominated by the Developer) shall resign as directors of the Company.
  - 9.4.2. The persons who are the directors at the Operative Date (other than Ashley David Moore and James Clarke or such other person then nominated by the Developer) shall remain in office.
  - 9.4.3. Ashley David Moore (or such other person the Developer may nominate) shall resign as the Company Secretary of the Company.

- 9.4.4. No person shall be eligible for appointment unless he is at the date of appointment both a member of the Company and an Owner.
- 9.4.5. Any person appointed to be a director shall automatically vacate his office upon his ceasing to be either a member or an Owner.
- 9.4.6. The persons who are the directors at the Operative Date (other than Ashley David Moore and James Clarke or such other person then nominated by the Developer) shall appoint a new Company Secretary (and one of their number shall act in that capacity until such appointment).
- 9.5. The provision contained in Regulation 88 of Table A stating that the Chairman has a casting vote in the case of an equality of votes at a board meeting shall not apply.

## **10. Amendments to Table A**

- 10.1. In regulation 1 of Table A the words 'and in any articles adopting the same' shall be inserted immediately after the word 'regulations' where it first occurs.
- 10.2. In regulation 8 of Table A the words '(not being a fully paid share)' shall be omitted.
- 10.3. Regulations 30 and 31 of Table A shall not apply.
- 10.4. In regulation 46 (b) of Table A for the words 'at least two members' there shall be substituted the words 'any member' and regulation 46 (c) and (d) shall not apply.
- 10.5. In regulation 82 of Table A the words 'subject to the provisions contained in Clause 7 of the Memorandum of Association' shall be inserted immediately before the words 'the remuneration'.
- 10.6. In regulation 84 of Table A the words 'subject to the provisions in Clause 7 of the Memorandum of Association' shall be inserted immediately before the words 'the directors may'.
- 10.7. In regulation 99 of Table A the words 'and subject to the provisions in Clause 7 of the Memorandum of Association' shall be inserted immediately after the words 'the Act'.
- 10.8. In regulation 112 of Table A the words 'at the House of which he shall be an Owner' shall be substituted for the words 'at his registered address' and the last sentence shall be deleted.
- 10.9. Regulations 102–108 inclusive and 110 of Table A shall not apply.

Name and Address of Subscriber

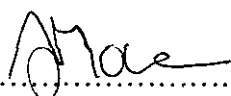
West Bay Capital Limited

9 -11 Church Street

Coleraine

Northern Ireland

BT52 1AN

Signed : .....  .....

**Ashley David Moore** For and on Behalf of West Bay Capital Limited

Dated this 19 day of July 2004

Witness to the above signature

Name : SHEILA VALLEY

Address : 28 Shellbridge Park  
Coleraine

Signature : 